

**CITY OF REDLANDS**  
**EQUIPMENT MAINTENANCE DIV.**  
**1270 W. PARK AVE. Bldg. E**  
**Redlands, CA. 92373**  
**909 798-7567**  
**Fax 909 335-4782**

**APPLICATION FOR L/CNG REFUELING STATION**

Business name or individual: Certified On-Site / Steve Wright

Physical address: 1977 W. 1210 S.

City, State, Zip: Riverton UT 84065

Mailing address: Same

City, State, Zip: \_\_\_\_\_

Telephone number: 801-455-7487 Fax: \_\_\_\_\_

Responsible individual and title: Steven W. Wright

Signature: Steven W. Wright Date: 10/04/10

Description of vehicles and unit numbers:

UNIT #	YEAR	MAKE	MODEL
<u>1505</u>	<u>2002</u>	<u>Chevy</u>	<u>Express</u>
_____	_____	_____	_____
_____	_____	_____	_____

## FUEL SALES AGREEMENT

This fuel sales agreement ("Agreement") is made this 4 day of October, 2010, ("Effective Date"), between the City of Redlands, a municipal corporation ("City"), and an individual <sup>CERTIFIED</sup> ON-SITE <sup>STEVE WRIGHT</sup> organized and existing under the laws of the State of California ("Buyer"). City and Buyer are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

### RECITALS

A. The Parties contemplate that Buyer will purchase from City and City will sell to Buyer fuel on an ongoing basis.

B. To avoid having to resolve questions of conflicting terms and conditions on purchase orders and purchase order acknowledgments each time Buyer purchases fuel from City, the Parties wish to enter into an agreement that sets forth the terms and conditions that will govern all such transactions between them.

In consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

### AGREEMENT

#### ARTICLE 1 - DEFINITION OF PRODUCT

1.1 The term "fuel" means Liquid Natural Gas/Compressed Natural Gas ("LNG/CNG") for which Buyer issues to City a purchase order during the term of this Agreement.

#### ARTICLE 2 - ISSUANCE OF PURCHASE ORDERS

2.1 Buyer may issue purchase orders to City from time to time. Each purchase order shall contain a description of the products ordered, the quantities and prices, the shipment schedule, the terms and place of delivery, and the following notation: "This order is issued pursuant and subject to Agreement No. [number] between City and buyer." Every purchase order issued by Buyer to City following the date of this Agreement and bearing such a notation shall be governed by and be deemed to include the provisions of this Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the terms of a purchase order, the terms and conditions of this Agreement shall prevail.

### ARTICLE 3 – SAFETY TRAINING

3.1 All of Buyer's drivers utilizing the City's fuel facility shall undergo training to provide for the safe fueling of Buyer's vehicles.

3.2 Failure of Buyer's drivers to show proof of training will result in the immediate suspension of sales to Buyer until such proof can be shown.

### ARTICLE 4 - TERM

4.1 The term of this Agreement for purposes of purchase order placement shall commence on the Effective Date of this Agreement and continue for a subsequent period of five (5) years.

### ARTICLE 5 - CANCELLATION

5.1 Either Party may terminate this Agreement at any time upon twenty (20) days' prior written notice.

### ARTICLE 6 – INDEMNIFICATION

6.1 Buyer shall defend, indemnify and hold harmless City, its elected officials, officers, agents and employees, from and against any and all liabilities, damages, losses, costs and expenses for injury to property or injury or death of any person arising out of or in connection with products and services to be provided under this Agreement. Buyer also shall release and waive any liability of and claim against the City, its elected officials, officers, agents, and employees, for loss of or damage to property, including loss of use arising directly or indirectly out of or in connection with Buyer's performance under this Agreement.

### ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.3 If any provision or part of the Agreement is held to be void or unenforceable under any law or regulation, it shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties.

7.4 This Agreement contains the entire agreement of the Parties and supersedes all prior verbal or written agreements of the Parties with respect to the subject matter hereof. This Agreement shall be amended or modified only by written agreement, signed by the Parties.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed in confirmation of this Agreement.

CITY OF REDLANDS

ATTEST:

By Pat Gilbreath  
Pat Gilbreath, Mayor

[Signature]  
City Clerk

BUYER Steven W. Wright

By Steven W. Wright  
NAME, TITLE

Date 10/04/18

Vehicle Purchase - Municipal Utilities Department - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously authorized the purchase of a 2008 Chevy/GMC 4x4 crew "Cab 153" truck in the amount of \$26,379.48 from Rotolo Chevrolet, Inc. for the Municipal Utilities Department.

Fuel Sales Agreements - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously granted the Mayor, or his designee, the authority to execute fuel sales agreements for the sale of City fuel to outside users and approved the proposed fuel sales agreement as to form.

Agreement - Nonpotable Water Rate and Impact Fees - Following an explanation from Municipal Utilities Director Phelps as to what this study will be looking at, Councilmember Harrison moved to approve an agreement with Raftelis Financial Consultants, Inc. in the amount of \$24,975.00 to furnish consulting services to determine nonpotable water rates and nonpotable impact fees for new users and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City. Motion seconded by Councilmember Gilbreath and carried unanimously.

Contract Amendment - Wackenhut - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously approved an amendment to the agreement with Wackenhut for the provision of jail services and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Contract Award - Clement Tennis Courts Resurfacing Project - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously accepted the lowest bid of \$28,494.00 from California Surfacing to hydro-blast and resurface the Clement tennis courts.

Bid Award - Uninterruptible Power Supply - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously awarded a bid to Scott Batteries for the purchase of a Liebert uninterruptible power supply in the amount not to exceed \$23,774.00 for the Police Department.

Funds - Homeland Security Grant Award - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously approved acceptance of the 2007 Homeland Security Grant award of \$9,377.00 from the State of California Office of Homeland Security for improvement of the City of Redlands Fire Department Emergency Terrorism Planning and Response Program and authorized the expenditure of that amount for the City of Redlands Terrorism Program.